

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO</b>	PAGE OF <b>1</b> OF <b>PAGES</b>
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00164-97-R-0106</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>97JUN19</b>	6. REQUISITION/PURCHASE NO. <b>861-86-7100-4767</b>
7. ISSUED BY <b>CONTRACTING OFFICER NAVSURFWARCENDIV CODE, 1163WM BLDG 3168 300 HWY 361 CRANE IN 47522-5001</b>			CODE <b>N00164</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>BLDG 64 BID ROOM DEPOSITORY ATTN: FLO MARTIN/1163WM 300 HWY 361 CRANE IN 47522-5001</b>	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG 64 until 2:00PM local time 97JUL21  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>FLO MARTIN</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(812)854-3689</b>
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within          calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 10 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA		28. AWARD DATE	
	(Signature of Contracting Officer)			

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

**SECTION "B"**

0001 Failure Analysis of Government  
Furnished Traveling Wave Tubes (TWTs)  
(IAW) In Accordance with Statement of Work  
(SOW) as found in Section "C" herein.

0001AA Same as Item 0001, Min 1 EA  
RCA part number 8280064-1, J-Band Max 12 EA

0001AB Same as Item 0001, Min 1 EA  
RCA part number 8280065-1, I-Band Max 12 EA

0002 Repair of Government Furnished Traveling  
Wave Tube RCA Part number, 8280064-1  
J-Band tubes in Accordance With  
Statement of Work as found in  
Section "C" herein.

The minimum \$ amount to be obligated for repair  
of J-Band tubes is the total cost of one repair  
for one of the following categories (0002AA-AC).  
The maximum \$ amount which may be obligated for  
repair of J-Band tubes is twelve total rebuild  
repairs, category 0002AC.

The total number of J-Band repairs consisting  
of any combination of subclins 0002AA-AC will  
not exceed twelve.

0002AA Same as item 0002, Category "A" MIN 0 EA  
repair as listed in Statement MAX 12 EA  
of Work found in Section "C" herein.

0002AB Same as item 0002, Category "B" MIN 0 EA  
repair as listed in Statement MAX 12 EA  
of Work found in Section "C" herein.

0002AC Same as item 0002, Category "C" MIN 0 EA  
repair as listed in Statement MAX 12 EA  
of Work found in Section "C" herein.

0003 Repair of Government Furnished Traveling  
Wave Tube RCA Part number, 8280065-1  
I-Band tubes in Accordance With  
Statement of Work as found in  
Section "C" herein.

**SECTION "B"**

The minimum \$ amount to be obligated for repair of I-Band tubes is the total cost of one repair for one of the following categories (0003AA-AC). The maximum \$ amount which may be obligated for repair of I-Band tubes is twelve total rebuild repairs, category 0003AC.

The total number of I-Band repairs consisting of any combination of subclins 0003AA-AC will not exceed twelve.

0003AA	Same as item 0003, Category "A" repair as listed in Statement of Work found in Section "C" herein.	MIN 0 MAX 12	EA EA		
0003AB	Same as item 0003, Category "B" repair as listed in Statement of Work found in Section "C" herein.	MIN 0 MAX 12	EA EA		
0003AC	Same as item 0003, Category "C" repair as listed in Statement of Work found in Section "C" herein.	MIN 0 MAX 12	EA EA		
0004	Data in accordance with Contract Data Requirements Lists (DD Form 1423s).			NSP	NSP

**NOTES:**

(1) List your Commercial and Government Entity (CAGE) Code and Contractor Establishment Code (DUNS number) in Block 15a of Page 1.

(2) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract IAW FAR 15.406-1(b).

(3) It is requested that technical questions concerning this procurement be submitted, in writing, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

COMMANDER  
CONTRACTING OFFICER BLDG 3168 CODE 1163WC  
CRANE DIVISION, NAVAL SURFACE WARFARE CENTER  
300 HIGHWAY 361  
CRANE, IN 47522-5001

## SECTION "B"

**SPECIAL NOTICE** - The Director, Defense Procurement is proposing to revise the DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. The effective date would be 1 October 1997. Exceptions to this proposal include purchases made with the Government wide commercial purchase card, Contracting Officers located outside the United States, classified contracts and contracts executed to support contingency or emergency operations. Contractors may register with the CCR on World Wide Web at <http://www.acq.osd.mil/ec> or via dial up modem at 614-692-6788 (user ID: ccrpub; password: pub2ccr1). A paper form for registration may be requested from the DoD Electronic Commerce Information Center at 1-800-334-3414.

### **EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), Crane, IN 47522.

Delivery orders will be placed against this contract by the Government using a DD 1155 format.

Delivery orders place under this contract will be placed by the Government no later than three years after contract award.

**SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

## SECTION "D" - PACKAGING AND MARKING

### MARKING FOR SHIPMENT

The Contractor shall mark all shipments under a resulting contract in accordance with the edition of MIL-STD-129 in effect as of the date of the solicitation. Required marking shall include the following items when applicable:

Contract Number  
Item Number  
Lot Number  
Part Number  
National Stock Number  
Contractor Model Number  
Serial Number  
Packing Date  
Attn: Code 8061 , Bldg. 3168

### MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

- (1) National stock number or manufacturer's part number
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
- (3) Contract number
- (4) Indication that a warranty applies
- (5) Manufacturer or entity (if other than the contractor) providing the warranty
- (6) Date or time when the warranty expires
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

### PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

## SECTION "D" - PACKAGING AND MARKING

### UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT

Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

Marking Containers. When unpacking instructions are provided shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

Marking. All shipping containers will be marked in accordance with the Military Standard Marking for Shipment and Storage, MIL-STD-129M.

### DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with DOD Industrial Security Manual for Safeguarding Classified Information, DOD 5220.22-M dated 3 January 1991.

### INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

**SECTION "E" - INSPECTION AND ACCEPTANCE**

**CLAUSES INCORPORATED BY REFERENCE (JUN 1988) (52.252-2)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR (DFARS) SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Inspection of Supplies--Fixed-Price (Aug 1996)	52.246-02
Responsibility for Supplies (Apr 1984)	52.246-16

CLAUSES IN FULL TEXT

**HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (APR 1984) (FAR 52.246-11)**

(a) Definition. "Contract Date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled (MIL-I-45208 or ISO 9003), in effect on the contract date, which is hereby incorporated into this contract.

**INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (NAVSURFWARCENDIV)**

(a) Initial inspection of the supplies to be furnished hereunder shall be made by the cognizant DCMAO at the contractor's or subcontractor's plant located at to be inserted at time of award. The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions may not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by NSWC Crane, Code 8061 within 60 days after receipt of the repaired tube.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

**ACCEPTANCE VERIFICATION**

For purposes of the Prompt Payment Act, clause 52.232-25 Prompt Payment found in Section "I", paragraph A(6)(1) is modified in that Government acceptance shall be deemed to have occurred constructively on the 60th day after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

## SECTION "E" - INSPECTION AND ACCEPTANCE

### INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained.

These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

### QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ASQC Q9001-1994 Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing and supplemental requirements imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

## SECTION "E" - INSPECTION AND ACCEPTANCE

### SUPPLEMENTAL QUALITY REQUIREMENTS (NAVSEA) (MAY 1995)

Supplemental Quality Requirements: The contractor shall implement a documented inspection system in accordance with the following paragraphs/subparagraphs of ANSI/ASQC Q9002-1994, Quality Systems - Model for Quality Assurance in Production, Installation, and Servicing:

- 4.2 Quality System
  - 4.2.1 General
  - 4.2.2 Quality System Procedure
- 4.5 Document and Data Control
  - 4.5.1 General
  - 4.5.2 Document and data Approval and Issue
  - 4.5.3 Document and Data Changes
- 4.6 Purchasing
  - 4.6.1 General
    - 4.6.4.2 Customer Verification of Subcontracted Product
- 4.7 Control of Customer-Supplied Product
- 4.9 Process Control
- 4.10 Inspection and Testing
  - 4.10.1 General
  - 4.10.2 Receiving Inspection and Testing
    - 4.10.2.1 Receiving Inspection and Testing
    - 4.10.2.2 Receiving Inspection and Testing
    - 4.10.2.3 Receiving Inspection and Testing
  - 4.10.3 In-process Inspection and Testing
  - 4.10.4 Final Inspection and Testing
  - 4.10.5 Inspection and Test Records
- 4.11 Control
  - 4.11.1 General
  - 4.11.2 Control Procedures
- 4.12 Inspection and Test Status
- 4.13 Control of Nonconforming Product
  - 4.13.1 General
  - 4.13.2 Review and Disposition of Nonconforming Product
- 4.14 Corrective and Preventive Action
  - 4.14.2 Corrective Action
- 4.16 Control of Quality Records

The Contractor may also elect to use MIL-I-45208A, Inspection System Requirements, or other inspection system meeting the above requirements. Whichever inspection system the Contractor elects to implement shall be utilized throughout the entire life cycle of the contract. In addition, the Contractor shall notify the PCO and the cognizant ACO, in writing, which system is selected.

**SECTION "F" - DELIVERIES OR PERFORMANCE**

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Stop Work Order (Aug 1989)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.o.b. Destination (Nov 1991)	52.247-34
F.O.B. Point for Delivery of Government-Furnished Property (Apr 1984)	52.247-55

CLAUSES IN FULL TEXT

TIME OF DELIVERY (JUL 1995) (FAR 52.211-8)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001AA	1 EA Min 12 MAX	See Note 1
0001AB	1 EA Min 12 MAX	See Note 1
0002AA	1 EA Min 12 MAX	See Note 2
0002AB	1 EA Min 12 MAX	See Note 2
0002AC	1 EA Min 12 MAX	See Note 2
0003AA	1 EA Min 12 MAX	See Note 2
0003AB	1 EA Min 12 MAX	See Note 2
0003AC	1 EA Min 12 MAX	See Note 2
0004	1 LO	IAW DD 1423s

NOTES:

Note 1: Analysis shall be completed 45 days after receipt of Government Furnished Traveling Wave Tubes. Time of delivery shall be cited on individual delivery orders.

Note 2: Time of delivery shall be cited on individual delivery orders, but in no case shall the contractor be required to deliver less than one (1) each, nor more than twelve (12) each repairs in a thirty (30) day period beginning one hundred and twenty (120) days from the effective date of each delivery order.

The frequency of delivery orders shall not be more than one (1) each nor more than 12 each repairs on any one delivery order.

## **SECTION "F" - DELIVERIES OR PERFORMANCE**

NOTE: Accelerated deliveries for items 0002 and 0003 are acceptable at no additional cost to the Government.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will/may be considered unacceptable and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

**SECTION "F" - DELIVERIES OR PERFORMANCE**

TIME OF DELIVERY (JUL 1995) (FAR 52.211-8) (CONTINUED)

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will/may be considered unacceptable and rejected.

**VARIATION IN QUANTITY (APR 1984) (FAR 52.211-16)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

  0   Percent increase

  0   Percent decrease

This increase or decrease shall apply to all items.

**SECTION "F" - DELIVERIES OR PERFORMANCE**

**PLACE OF DELIVERY**

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER  
BLDG. 41S  
NAVSURFWARCENDIV  
300 HIGHWAY 361  
CRANE IN 47522-5001  
Mark For: 8061 Bldg. 3168  
Attn: Paula Hauser

**RECEIVING FACILITY NORMAL WORK HOURS**

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

**DELIVERY OF DATA**

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

**SECTION "G" - CONTRACT ADMINISTRATION DATA**

CLAUSES IN FULL TEXT

**SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS 5252.232-9000)**

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

         a separate invoice for each activity designated to receive the supplies or services.

        \* a consolidated invoice covering all shipments delivered under an individual order.

         either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office. \* Check applicable procedure.

(End of clause)

**SECTION "G" - CONTRACT ADMINISTRATION DATA**

CONTRACT ADMINISTRATION

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE REPRESENTATIVE: COMMANDER  
ATTN: Flo Martin 1163WM Bldg 3168  
NAVAL SURFACE WARFARE CENTER  
300 HIGHWAY 361  
CRANE IN 47522-5001  
TELEPHONE 812-854-3689

**SECTION "H" - SPECIAL CONTRACT REQUIREMENTS**

**ADDITIONAL DEFINITIONS (MAY 1993) NAVSEA 5252.202-9101**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

PROPERTY	QUANTITY	VALUE
TWT, RCA P/N 8280064-1, J-Band	Min 1 Max 12	\$20,000
TWT, RCA P/N 8280065-1, I-Band	Min 1 Max 12	\$30,000

Delivery of such property will be made by the best means of transportation deemed by the Government.

- (b) The property will be delivered at Government's expense at or near (to be inserted at time of award).
- (c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.
- (d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

**SECTION "H" - SPECIAL CONTRACT REQUIREMENTS**

**GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (Jul 1995) (NAVSEA 5252.227-9113)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

## SECTION "I" - CONTRACT CLAUSES

### PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Definitions (Oct 1995)	52.202-01
Gratuities (Apr 1984)	52.203-03
Covenant Against Contingent Fees (Apr 1984)	52.203-05
Restrictions on Subcontractor Sales to the Government (Jul 1995)	52.203-06
Anti-Kickback Procedures (Jul 1995)	52.203-07
Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	52.203-08
Price or Fee Adjustment for Illegal or Improper Activity (Sep 1990)	52.203-10
Limitation on Payments to Influence Certain Federal Transactions (Jan 1990)	52.203-12
Printing/Copying Double-Sided on Recycled Paper (June 1996)	52.204-04
Required Sources for Jewel Bearings and Related Items (Apr 1984)	52.208-01
Contractor Use of Mandatory Sources of Supply (Mar 1996)	52.208-09
Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)	52.209-06
New Material (May 1995)	52.211-05
Other than New Material, Residual Inventory, and Former Government Surplus Property (May 1995)	52.211-07
Defense Priority and Allocation Requirements (Sep 1990)	52.211-15
Audit and Records Negotiation (Oct 1995)	52.215-02
Price Reduction for Defective Cost or Pricing Data (Oct 1995)	52.215-22
Subcontractor Cost or Pricing Data (Oct 1995)	52.215-24

## SECTION "I" - CONTRACT CLAUSES

Subcontractor Cost or Pricing Data--Modifications (Oct 1995)	52.215-25
Integrity of Unit Prices (Apr 1991)--Alternate I (Apr 1991)	52.215-26
Termination of Defined Benefit Pension Plans (Mar 1996)	52.215-27
Waiver of Facilities Capital Cost of Money (Sep 1987)	52.215-31
Order of Precedence (Jan 1986)	52.215-33
Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (Mar 1996)	52.215-39
Notification of Ownership Changes (Feb 1995)	52.215-40
Utilization of Small, Small Disadvantaged, and Women Owned Small Business Concerns (Oct 1995)	52.219-08
Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (Aug 1996)	52.219-09
Liquidated Damages Subcontracting Plan (Oct 1995)	52.219-16
Walsh-Healey Public Contracts Act (Dec 1995)	52.222-20
Equal Opportunity (Apr 1984)	52.222-26
Equal Opportunity Preaward Clearance of Subcontracts (Apr 1984)	52.222-28
Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 1984)	52.222-35
Affirmative Action for Handicapped Workers (Apr 1984)	52.222-36
Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 1988)	52.222-37
Clean Air and Water (Apr 1984)	52.223-02
Drug-Free Workplace (Jul 1990)	52.223-06
Toxic Chemical Release Reporting (Oct 1996)	52.223-14
Duty-Free Entry (Apr 1984)	52.225-10
Restrictions on Certain Foreign Purchases (Oct 1996)	52.225-11

## SECTION "I" - CONTRACT CLAUSES

Authorization and Consent (Jul 1995)	52.227-01
Notice and Assistance Regarding Patent and Copyright Infringement (Apr 1984)	52.227-02
Federal, State, and Local Taxes (Jan 1991)	52.229-03
Taxes--Contracts performed in U.S. Possessions or Puerto Rico (Apr 1984)	52.229-05
Cost Accounting Standards (Aug 1992)	52.230-02
Disclosure and Consistency of Cost Accounting Practices (Nov 1993)	52.230-03
Administration of Cost Accounting Standards (Apr 1996)	52.230-06
Payments (Apr 1984)	52.232-01
Discounts for Prompt Payment (Apr 1989)	52.232-08
Extras (Apr 1984)	52.232-11
Progress Payments (Jul 1991)	52.232-16
Interest (Jan 1991)	52.232-17
Assignment of Claims (Jan 1986)	52.232-23
Prompt Payment (Mar 1994)	52.232-25
Mandatory Information for Electronic Funds Transfer Payment (Aug 1996)	52.232-33
Disputes (Oct 1995)	52.233-01
Protest After Award (Aug 1996)	52.233-03
Bankruptcy (Jul 1995)	52.242-13
Changes--Fixed-Price (Aug 1987)--Alternate II (Apr 1984)	52.243-01

## SECTION "I" - CONTRACT CLAUSES

Subcontracts (Fixed-Price Contracts) (Feb 1995)	52.244-01
Competition in Subcontracting (Jan 1996)	52.244-05
Government Property (Fixed-Price Contracts) (Dec 1989)	52.245-02
Limitation of Liability (Feb 1997)	52.245-23
Preference for U.S.-Flag Air Carriers (Apr 1984)	52.247-63
Value Engineering (Mar 1989)	52.248-01
Termination for Convenience of the Government (Fixed-Price) (Sep 1996)	52.249-02
Default (Fixed-Price Supply and Service) (Apr 1984)	52.249-08
Computer Generated Forms (Jan 1991)	52.253-01

## PART II

<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
Statutory Prohibition on Compensation to Former Department of Defense Employees (Nov 1995)	252.203-7000
Special Prohibition on Employment (Nov 1995)	252.203-7001
Control of Government Personnel Work Product (Apr 1992)	252.203-7003
Provision of Information to Cooperative Agreement Holders (Dec 1991)	252.205-7000
Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 1995)	252.209-7000
Pricing Adjustment (Dec 1991)	252.215-7000
Cost Estimating System Requirements (Dec 1991)	252.215-7002

## SECTION "I" - CONTRACT CLAUSES

Drug-Free Work Force (Sep 1988)	252.223-7004
Buy American Act and Balance of Payments Program (Jan 1994)	252.225-7001
Qualifying Country Sources as Subcontractors (Dec 1991)	252.225-7002
Duty-Free Entry--Qualifying Country End Products and Supplies (Jan 1997)	252.225-7009
Duty-Free Entry--Additional Provisions (Jan 1997)	252.225-7010
Preference for Certain Domestic Commodities (Feb 1997)	252.225-7012
Preference for Domestic Specialty Metals (Feb 1997)	252.225-7014
Restriction on Acquisition of Antifriction Bearings (Nov 1995)	252.225-7016
Foreign Source Restrictions (Sep 1996)	252.225-7025
Reporting of Contract Performance Outside the United States (Nov 1995)	252.225-7026
Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Oct 1992)	252.225-7030
Secondary Arab Boycott of Israel (Jun 1992)	252.225-7031
Rights in Technical Data--Noncommercial Items (Nov 1995)	252.227-7013
Technical Data--Withholding of Payment (Oct 1988)	252.227-7030
Supplemental Cost Principles (Dec 1991)	252.231-7000
DoD Progress Payments Rates (Nov 1993)	252.232-7004
Reduction or Suspension of Contract Payments Upon Finding of Fraud (Aug 1992)	252.232-7006

## SECTION "I" - CONTRACT CLAUSES

Certification of Claims and Requests for Adjustment or Relief (May 1994)	252.233-7000
Pricing of Contract Modifications (Dec 1991)	252.243-7001
Material Inspection and Receiving Report (Dec 1991)	252.246-7000
Warranty of Data (Dec 1991)	252.246-7001
Transportation of Supplies by Sea (Nov 1995)	252.247-7023

### CLAUSES IN FULL TEXT

#### **RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

#### **CLAUSES INCORPORATED BY REFERENCE (JUN 1988) (FAR 52.252-2)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### **ORDERING (OCT 1995) (FAR 52.216-18)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract for a period of three years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## SECTION "I" - CONTRACT CLAUSES

### ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 12 each

(2) Any order for a combination of items in excess of 24 each;

(3) A series of orders from the same ordering office within 45 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

### INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 days from the last day a delivery order may be issued under this contract.

**SECTION "I" - CONTRACT CLAUSES**

**IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)**

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
- (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock	Commercial Item	Sources of Supply			Actual
	Number	(Y or N)	Company	Address	Part No.	Mfg.?
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list "none".
- (3) Use "Y" if the item is a commercial item; otherwise use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

**INCENTIVE PROGRAM FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, CONCERNS, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES AND MINORITY INSTITUTIONS (NOV 1995) (DFARS 252.219-7005)**

- (a) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive one percent of the excess.
- (b) The Contractor will not receive this incentive if the Contracting Officer determines that exceeding the goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but not disclosed in the subcontracting plan). Determinations made under this paragraph are not subject to the Disputes clause.
- (c) If this is a cost contract, the limitations in FAR Subpart 15.9 may not be exceeded.
- (d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.

**WARRANTY OF SUPPLIES OF A COMPLEX NATURE (APR 1984) (FAR 52.246-18)**

- (a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.
- "Correction," as used in this clause, means the elimination of a defect.
- "Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does

## SECTION "I" - CONTRACT CLAUSES

not include "data."

(b) Contractor's obligation.

(1) The Contractor warrants that for 12 months, all supplies furnished under this contract will be free from defects in design material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawing, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within "45 days after discovery of defect." The Contractor shall submit to the Contracting Officer a written recommendation within 30 days, as to the corrective action required to remedy the breach. After the notice of breach, but

not later than 30 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer

**SECTION "I" - CONTRACT CLAUSES**

may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractors's warranty in paragraph (c)(3) of this clause shall be \*  from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies of parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 45 days, thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

**"The warranty for corrected or replaced supplies shall be that portion of the original warranty period that remains".**

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (Dec 1991) (DFARS 252.225-7008)

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

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TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) (DFARS 252.247-7023)

(a) As used in this clause:

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a

supplier, materialman, distributor, or vendor of commercial items or commercial components.

## SECTION "I" - CONTRACT CLAUSES

### TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) (DFARS 252.247-7023) (CONTINUED)

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use or owned by the DoD, at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works, buildings and facilities, ships, floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and the components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ United States-flag vessels, and no others, in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate U.S.-flag vessels, if the Contractor or a subcontractor believes that (1) U.S.-flag vessels are not available for timely shipment; (2) the freight charges are inordinately excessive or unreasonable; or (3) freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum:

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of

SECTION "I" - CONTRACT CLAUSES

TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) (DFARS 252.247-7023)  
(CONTINUED)

the rated on board vessel operating carrier's ocean-bill-of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only United States-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

<u>ITEM</u> <u>DESCRIPTION</u>	<u>CONTRACT</u> <u>LINE ITEMS</u>	<u>QUANTITY</u>
-----------------------------------	--------------------------------------	-----------------

TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of the contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation of Supplies by Sea, that it did not anticipate transporting by sea any supplies.

**SECTION "I" - CONTRACT CLAUSES**

If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, which will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

**SECTION "J" - LIST OF ATTACHMENTS**

<u>Description</u>	<u>DATE</u>	<u>No. of Pages</u>
<u>Exhibit "A" - Contract Data Requirements List (CDRL):</u>		
CDRL A001 Report Of Tube Failure Final Analysis	4/8/97	1
CDRL A002 Test Procedure	4/8/97	1
CDRL A003 Test/Inspection Reports	4/8/97	1
<u>Exhibit "B" -</u>		
Specification Drawing 930051	9/21/93	33
Specification Drawing 930053	10/6/93	33
Specification Drawing 8280065	3/5/88	22
Specification Drawing 8280064	3/6/85	20
<u>Attachments</u>		
(1) Data Item Description (DID) DI-MNTY-80175	6/6/86	2
(2) DID DI-NDTI-80603	6/1/88	3
(3) DID DI-NDTI-80809A	3/25/91	7
(4) DID DI-MNTY-80175	6/6/86	2
(5) General DD Form 1423 Glossary	6/22/90	8

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)	52.203-11
Listing of Other than New Material, Residual Inventory and Former Government Surplus Property (May 1995)	52.211-06
Certification of Nonsegregated Facilities (Apr 1984)	52.222-21
*Certification Regarding a Drug-Free Workplace (Jul 1995)	52.223-05

PART II

<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
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PROVISIONS IN FULL TEXT

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)  
(CONTINUED)**

subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
\_\_\_\_\_ (insert full name of person(s) in the  
offeror's organization responsible for determining the prices offered in this  
bid or proposal, and the title of his or her position in the offeror's  
organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**TAXPAYER IDENTIFICATION (MAR 1994) (FAR 52.204-3)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

(c) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a state or local government;

Other. State basis. \_\_\_\_\_.

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship;

Partnership;

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
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**WOMEN-OWNED SMALL BUSINESS (OCT 1995) (FAR 52.204-5)**

(a) Representation. The offeror represents that it (\_\_\_) is, (\_\_\_) is not a women-owned small business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(End of provision)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)  
(CONTINUED)**

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**JEWEL BEARINGS AND RELATED ITEMS CERTIFICATE (APR 1984) (FAR 52.208-2)**

(a) This is to certify that--

(1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related Items clause, will be incorporated into one or more items/will not be incorporated into any item [delete one] covered by this offer;

(2) Any jewel bearings required (or an equal quantity of the same type, size, and tolerances) will be ordered from the William Langer Plant, Rolla, North Dakota 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and

(3) Any related items required (or an equal quantity of the same type, size, and tolerances) will be acquired from domestic manufacturers, including the Plant, if the items can be obtained from those sources.

(b) Attached to this certificate are estimates of the quantity, type, and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
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**JEWEL BEARINGS AND RELATED ITEMS CERTIFICATE (APR 1984) (FAR 52.208-2)  
(CONTINUED)**

Date of Execution \_\_\_\_\_  
Solicitation No. \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)**

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
    - (A) Are (\_\_\_) are not (\_\_\_) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have (\_\_\_) have not (\_\_\_), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are (\_\_\_) are not (\_\_\_) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has (\_\_\_) has not (\_\_\_), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5) (CONTINUED)**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE--MARKETING CONSULTANTS (OCT  
1995) (FAR 52.209-7)**

(a) *Definitions.*

(1) "Marketing consultants" means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent Contractor is not a marketing consultant when rendering-

(i) Services excluded in Subpart 37.2;

(ii) Routine engineering and technical services (such as installation, operation, or maintenance

of systems, equipment, software, components, or facilities);

(iii) Routine legal, actuarial, auditing, and accounting services; or

(iv) Training services.

(2) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially,enable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains, or engages contractually one or more marketing consultants in connection with a contract, shall submit to the Contracting Officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE--MARKETING CONSULTANTS (OCT 1995) (FAR 52.209-7) (CONTINUED)**

(c) The -certificate' must contain the following:

(1) The name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

(3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12\* months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign government or person).

(6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89- 1.

(7) The signature, name, title, employer's address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

(d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant, that the marketing consultant has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the, prime Contractor with respect to the services rendered or that to be rendered in connection with the solicitation. or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.

(e) Failure of the offeror to provide the certifications may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

(End of provision)

\*If approved by the head of the contracting activity. this period may be increased up to 36 months.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
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**TYPE OF BUSINESS ORGANIZATION (JUL 1987) (FAR 52.215-6)**

The offeror or quoter, by checking the applicable box, represents that --

(a) It operates as (  ) a corporation incorporated under the laws of the State of \_\_\_\_\_, (  ) an individual, (  ) a partnership, (  ) a nonprofit organization, or (  ) a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as (  ) an individual, (  ) a partnership, (  ) a nonprofit organization, (  ) a joint venture, or (  ) a corporation, registered for business in \_\_\_\_\_ (country).

**AUTHORIZED NEGOTIATORS (APR 1984) (FAR 52.215-11)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLACE OF PERFORMANCE (APR 1984) (FAR 52.215-20)**

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, (  ) intends, (  ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street  
Address, City, County, State  
Zip Code)

Name and Address of Owner  
and Operator of the Plant or  
Facility if Other than Bidder

**SMALL BUSINESS PROGRAM REPRESENTATION (OCT 1995) (FAR 52.219-1)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is \_\_\_\_\_.

(2) The small business size standard is \_\_\_\_\_.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**SMALL BUSINESS PROGRAM REPRESENTATION (OCT 1995) (FAR 52.219-1) (CONTINUED)**

(b) Representations.

(1) The offeror represents and certifies as part of its offer that it (\_\_\_\_) is, (\_\_\_\_) is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it (\_\_\_\_) is, (\_\_\_\_) is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it (\_\_\_\_) is, (\_\_\_\_) is not a women-owned business concern.

(c) Definitions.

*Small business concern*, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121, and the size standard in paragraph (a) of this provision.

*Small disadvantaged business concern*, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

*Women-owned small business concern*, as used in this provision, means a small business concern--

(1) Which is 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition or program eligibility, shall--

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**SMALL BUSINESS PROGRAM REPRESENTATION (OCT 1995) (FAR 52.219-1) (CONTINUED)**

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the act.

**PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (FAR 52.222-22)**

The offeror represents that--

(a) It (\_\_\_) has, (\_\_\_) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It (\_\_\_) has, (\_\_\_) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)**

The offeror represents that (a) it (\_\_\_) has developed and has on file, (\_\_\_) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (\_\_\_) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**CLEAN AIR AND WATER CERTIFICATION (APR 1984) (FAR 52.223-1)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is (\_\_\_), is not (\_\_\_) listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
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**ROYALTY INFORMATION (APR 1984) (FAR 52.227-6)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (AUG 1992) (FAR 52.230-1)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in four parts, identified by Roman numerals I through IV.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

**I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (AUG 1992) (FAR 52.230-1)  
(CONTINUED)**

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB-DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

\_\_\_\_\_  
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

\_\_\_\_\_  
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
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**COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (AUG 1992) (FAR 52.230-1)  
(CONTINUED)**

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS  
If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

The offeror hereby claims an exemption from the CAS requirements under the provisions of 48 CFR, Subpart 9903.201-1(b)(2).

III. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE  
If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$10 million in awards of CAS-covered prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$10 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$10 million or more.

IV. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS  
The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES

NO

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
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**DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY  
(SEP 1994) (DFARS 252.209-7001)**

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY  
(SEP 1994) (DFARS 252.209-7001) (CONTINUED)**

percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

**SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS)  
(APR 1994) (DFARS 252.219-7000)**

(a) Definition.

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined in regulations prescribed by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS)  
(APR 1994) (DFARS 252.219-7000) (CONTINUED)**

- (b) Representations. Check the category in which your ownership falls:
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)
- \_\_\_\_\_ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)
- \_\_\_\_\_ Black American (U.S. Citizen)
- \_\_\_\_\_ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)
- \_\_\_\_\_ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act
- \_\_\_\_\_ Other

(c) Certification.

(1) The offeror is \_\_\_\_\_ is not \_\_\_\_\_ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has \_\_\_\_\_ has not \_\_\_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the Offeror--

\_\_\_\_\_ Was found by the SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

\_\_\_\_\_ Was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and disbarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991)  
(DFARS 252.225-7000)**

(a) Definitions.

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item No.	Qualifying Country End Products	Country of Origin
_____	_____	_____
_____	_____	_____

(List only qualifying country end products)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Line Item No.	Nonqualifying Country End Products	Country of Origin
_____	_____	_____
_____	_____	_____

**REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992)  
(DFARS 252.247-7022)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992)  
(DFARS 252.247-7022) (CONTINUED)**

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**CONTRACTOR PERFORMANCE DATA (OCT 1995) (NAVSUP)**

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in it's entirety. Data other than that requested on the Contractor Performance Data Sheet will not be considered. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR(S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

List Performance Data on your five most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items under this RFP. (If you do not have five Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete this report)

Contractor Name:	RFP #:
Address:	POC: (Person who can verify data)
	Telephone:
Division:	FAX:
CONTRACT INFORMATION	
Contract Number:	Date Completed:
Contract Type:           Fixed Price	Cost Reimbursement Other (Specify)
Item Description:	
Contract Quantity/Length of Service:	
Customer Name:	Customer POC: (Person who can verify data)
Address:	Telephone:
	FAX:

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

QUALITY NOTE: An explanation must accompany all answers with an asterisk(\*).  
Was consideration or a monetary withhold for non-conforming supplies/services  
or late deliveries assessed against this contract? YES\* \_\_\_\_\_ NO \_\_\_\_\_

(Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES\* \_\_\_\_\_ NO \_\_\_\_\_ (Explanation)

Was any warranty work completed on delivered items?

YES\* \_\_\_\_\_ NO \_\_\_\_\_ (Explanation)

Did you receive any quality awards in the past three years?

YES\* \_\_\_\_\_ NO \_\_\_\_\_ (List Awards)

**TIMELINESS**

Were all items (including products, services, reports, etc.) delivered within  
the original contract schedule?

YES \_\_\_\_\_ NO \* \_\_\_\_\_ (Explanation)

**COST**

FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met? YES \_\_\_\_\_ NO\* \_\_\_\_\_

(Explanation)

If the estimated cost was not met, what was the positive/negative percentage  
of change?

+ \_\_\_\_\_ - \_\_\_\_\_

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-  
described problems/deficiencies on this contract. Discuss the success of the  
corrective action(s) taken.

**SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Solicitation Definitions (Jul 1987)	52.215-05
Unnecessarily Elaborate Proposals or Quotations (Apr 1984)	52.215-07
Amendments To Solicitations (Dec 1989)	52.215-08
Submission of Offers (Jul 1995)	52.215-09
Late Submissions, Modifications, and Withdrawals of Proposals (Jul 1995)	52.215-10
Restriction on Disclosure and Use of Data (Apr 1984)	52.215-12
Preparation of Offers (Apr 1984)	52.215-13
Explanation to Prospective Offerors (Apr 1984)	52.215-14
Failure to Submit Offer (Jul 1995)	52.215-15
Contract Award (Oct 1995)--Alternate II (Oct 1995)	52.215-16
Facsimile Proposals (Dec 1989)	52.215-18
Facilities Capital Cost of Money (Sep 1987)	52.215-30

PART II

<u>Title and Date</u>	<u>DFARS Paragraph No.</u>
Commercial and Government Entity (CAGE) Code Reporting (Dec 1991)	252.204-7001
Certificate of Competency (Apr 1993)	252.219-7009
Identification and Assertion of Use, Release or Disclosure Restrictions (Jun 1995)	252.227-7017
Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)	252.227-7028

**SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

PROVISIONS IN FULL TEXT

**NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.212-7) (SEP 1990)**

Any contract awarded as a result of this solicitation will be (    ) DX rated order; (  X  ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)**

The Government contemplates award of a Indefinite Delivery-Indefinite Quantity, Firm Fixed Price contract resulting from this solicitation.

**SERVICE OF PROTEST (OCT 1995) (FAR 52.233-2)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Richard Colvin, Code 1163WC, Contracting Officer, Crane Division, Naval Surface Warfare Center, 300 Highway 361, Crane IN 47522-5001.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

**SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-1)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**COST AND PRICING - REVIEW AND EVALUATION (NAVSEA) (SEP 1990)**

Offeror shall, simultaneously with the submittal of its offer, furnish copies of its offer and its cost and pricing data to the cognizant Administrative Contracting Officer and the cognizant Defense Contract Audit Agency for review and evaluation.

## SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### **SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (MAY 1993)**

Offeror shall submit as part of its proposal a written proposed small and small disadvantaged business subcontracting plan in accordance with the clause entitled "SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

### **BLANKET EXEMPTION CERTIFICATE**

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

### **BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

### **CONTRACTOR PERFORMANCE DATA (OCT 1995) (NAVSUP)**

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in it's entirety. Data other than that requested on the Contractor Performance Data Sheet will not be considered. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.* The contractor's Performance Data Sheet is include in Section "K" for each offeror to complete and sign by a company's official.

### **SUBCONTRACTOR DATA REQUIRED**

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable.

## **SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB) woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors.

The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein.

### **SUBMISSION OF SUBCONTRACTING PLAN**

If the offeror's proposal exceeds \$500,000, the offeror shall submit with the proposal a subcontracting plan for small business and small disadvantaged business in accordance with FAR clause 52.219-09, Small Business and Small Disadvantaged Business Subcontracting Plan and DFARS clause 252.219-7000, Small Business and Small Disadvantage Subcontracting Plan. The plan will be negotiated concurrently with the cost and technical proposals.

**SECTION "M" - EVALUATION FACTORS FOR AWARD**

**QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC. 1991) (DFAR 252.225-7002)**

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. Sources from competing for subcontracts under this contract.

**INFORMATION FOR DUTY-FREE ENTRY EVALUATION (AUG 1992)  
(DFAR 252.225-7003)**

- (a) is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country end Products and supplies clause of this solicitation?

Yes (\_\_\_)                      No (\_\_\_)

- (b) If the answer in paragraph (a) is yes, answer the following questions:

- (1) Are such foreign supplies now in the United States?

Yes (\_\_\_)                      No (\_\_\_)

- (2) Has the duty on such foreign supplies been paid?

Yes (\_\_\_)                      No (\_\_\_)

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_.

- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

- (d) Offers will be evaluated on a duty included basis except to the extent that --

- (1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or  
(2) The duty-free price is specified for use in the evaluation procedure.

## SECTION "M" - EVALUATION FACTORS FOR AWARD

### SINGLE AWARD FOR ALL ITEMS (NAVSURFWARCENDIV)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

### PAST PERFORMANCE FACTOR (NAVSURFWARCENDIV)

During the source selection process, the Government will assess the offeror's ability to perform on the instant contract/order, including the offeror's likelihood of achieving success in meeting the solicitation's requirements. Past performance is assessed by the Contracting Officer and is assigned a narrative rating in the evaluation. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9.

Subcontracting will be used by PCO to make the award decision based on overall assessment of the greatest value to the Government. The importance of subcontracting in the overall evaluation will increase with the degrees of equality of the submitted proposal to the other factors on which selection is to be based.

### NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 1995) (DFARS 252.219-7006)

#### (a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

#### (b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers except--

(i) Offers from small disadvantaged business concerns which have not waived the preference;

(ii) Offers from historically black colleges and universities

## SECTION "M" - EVALUATION FACTORS FOR AWARD

or minority institutions which have not waived the preference;

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign Government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) Waiver of evaluation preference.

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

Offeror elects to waive the preference

(d) Agreements.

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns, historically black colleges or universities, or minority institutions in the United States, except, as provided in Section 8051 of Pub.L.103-139 and Section 8012 of Pub.L.103-335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(3) Upon request, a historically black college or university or minority institution offeror will provide to the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

## SECTION "M" - EVALUATION FACTORS FOR AWARD

### PAST PERFORMANCE

**OFFERORS' PAST PERFORMANCE HISTORY WILL BE INCLUDED IN THE EVALUATION FOR AWARD.** Accordingly, each offeror is required to submit a list of its five most recent contracts for the same or similar items. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable.

Each offeror will be given an adjectival rating on past performance: excellent, good, fair, or poor. Offerors who cannot provide past performance information will be given a neutral rating. In the event there are substantial differences among the offerors in terms of past performance, the Government reserves the right to award to other than the lowest priced offer in favor of an offeror with substantially better performance history. In addition, the Government may accept other than the lowest priced offer if doing so would result in substantially greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. Small disadvantaged business concerns may receive evaluation preference as provided elsewhere in this solicitation.

**NOTE:** If there are no substantial differences in past performance among offerors the award will be made to the technical acceptable offeror with the lowest evaluated estimated price.

